ABSTRACTS OF RECENT DECISIONS.

ACCIDENT INSURANCE.

Immediate written notice of an accident and injury was required by the provisions of an accident policy to be given to the insurer; on September 1, the insured sustained an injury to his eye, which he did not at the time regard as dangerous, but which subsequently caused the total loss of the eye; notice mailed to the company on October 1, was a sufficient compliance with the requirement of the policy. *People's Mut. Accident Asso.* v. *Smith*, S. Ct. Pa., May 6, 1889.

ATTORNEY-AT-LAW.

Authority of the attorney of a distributee of an estate does not extend to entering into an agreement, on behalf of his client, to refund to other distributees an amount voluntarily overpaid to such client upon a partial distribution. *Miller* v. *Hulme*, S. Ct. Pa., May 6, 1889.

BANKS AND BANKING.

Extension of charter of a national banking association by Act of Congress, does not create a new corporation, but simply gives a new lease of life to the one already existing, which consequently preserves its identity and remains liable upon its contracts made prior to such extension. *Nat. Exchange Bank* v. *Gay*, S. Ct. Err. Conn., April 27, 1889.

Note given to firm, one of whose members is president of a national bank, for the purpose of substituting it for paper of the firm, which had been discounted by the bank in excess of the limit permitted by law, during the inspection of the bank examiner, is valid in the hands of the bank, notwithstanding a promise by the president that the maker would never be called upon to pay it. *Allen* v. *First Nat. Bank of Warren*, S. Ct. Pa., May 27, 1889.

BILLS AND NOTES.

Agreement to renew at maturity, written across the face of a promissory note, destroys its negotiability. *Citizens' Nat. Bank of Towanda* v. *Piollet*, S. Ct. Pa., May 6, 1889.

Indorsement by bank to another bank, "for collection on account," of a draft, which was deposited with the former by a prior indorser, does not render the collecting bank a *bona fide* holder for value, and it cannot retain the proceeds of such draft in payment of a balance of account due it by the remitting bank. *First Nat. Bank* v. *Strauss*, S. Ct. Miss., April 22, 1889.

Indorser, who is not named as payee, but who puts his name upon the back of a note before delivery to the payee, on the faith of which money is loaned or credit given by the payee to the maker, is liable on the note as an original promissor. *Melton* v. *Brown*, S. Ct. Fla., June 11, 1889.

CRIMINAL LAW.

Statements by one fatally wounded, made immediately after he received his injuries to a person whom he called to his assistance, to the effect that he was robbed and assaulted about half a minute previously by men whom he described, are admissible in evidence as part of the *res gestae*, as are also similar statements, made ten minutes later to a personal friend for whom he sent immediately after being assaulted. *State* v. *Murphy*, S. Ct. R. I., June 17, 1889.

DESCENT.

Illegitimate child, born in Pennsylvania and rendered legitimate by the subsequent marriage and cohabitation of its parents in that State, is competent to inherit land in New Jersey from its father. *Dayton* v. *Adkisson*, Ct. Ch. N. J., June 22, 1889.

DOWER.

Under Statute of Westminster 2 (13 Edw. I. ch. 34), which provides that "if a wife willingly leave her husband, and go away, and continue with the adulterer, she will be barred forever of action to demand her dower that she ought to have of her husband's lands," it is necessary, in order to sustain a plea in bar of dower, to prove both that the wife deserted her husband willingly and that she was guilty of adultery during the desertion. *Henderson* v. *Chaires*, S. Ct. Fla., June 3, 1889.

FIRE INSURANCE.

Insurable interest is had by one who has entered into a contract for the conveyance of property to him upon the payment of certain promissory notes executed for the consideration money, although such notes are overdue and unpaid and the vendor has taken no steps to enforce their payment. *Gilman* v. *Dwelling-house Ins. Co.*, S. Jud. Ct. Me., April 23, 1889.

Insurable interest in mortgaged property remains in the mortgagor after the rendition of a decree of foreclosure, until the period for redemption has elapsed, but such interest is ended by a failure to redeem within the specified period, and a verbal promise by the mortgagee to resell the land to the mortgagor, made after the expiration of the period for redemption and without consideration, will not continue such interest so as to keep the policy in force. *Essex Sav. Bank* v. *Meriden Fire Ins. Co.*, S. Ct. Err. Conn., June 20, 1889.

Waiver of proofs of loss will not be inferred from mere silence on the part of the insurer, after the receipt of notice of loss. *Central City Ins. Co.* v. *Oates*, S. Ct. Ala., May 2, 1889.

LIFE INSURANCE.

Wife's policy upon the life of her husband, which contains no provision for payment to her children, in case of her death before that of her husband, does not inure to the benefit of her children in the latter event, but the proceeds of such policy constitute a fund for the payment of the husband's creditors. *Tompkins* v. *Levy*, S. Ct. Ala., May 29, 1889.

LIQUOR LAWS.

Prohibition of sale of cider, without any qualifying adjective, applies to all cider, without regard to the stage of fermentation or its intoxicating quality. *State* v. *Spaulding*, S. Ct. Vt., May 30, 1889.

Sale by druggist of intoxicating liquors, when forbidden by statute without reference to the intent with which they are sold, is not excused by the fact that they were sold in good faith as a medicine, without knowledge of their intoxicating properties. *King* v. *State*, S. Ct. Miss., May 27, 1889.

MASTER AND SERVANT.

Discharge, without sufficient excuse, before the expiration of the period of his employment, entitles an employe *prima facie* to the stipulated compensation for the entire period, and the burden is upon the employer to show, in mitigation of damages, that the discharged employe might, by reasonable effort, have obtained employment elsewhere. *Emery* v. *Steckel*, S. Ct. Pa., May 6, 1889.

NEGOTIABLE INSTRUMENTS.

Registered Virginia coupon consols, whether treated as bonds or as promissory notes, are not negotiable without indorsement. *Taliaferro* v. *Baltimore First Nat. Bank*, Ct. App. Md., June 12, 1889.

PUBLIC OFFICERS.

Custodian of public money, who has given bond for its safe keeping, is not discharged from liability by the failure of the bank where he has deposited such money. *Nason* v. *Directors of Poor for Erie Co.*, S. Ct. Pa., May 13, 1889.

RAILROADS.

Bridge, built by a railroad company at the crossing of its track over the public street, must be constructed of such material and in such manner, and maintained in such condition, as to make and keep it safe for public travel, and the railroad is responsible to a traveler for injuries sustained by reason of its failure to perform these duties. *Caldwell* v. *Vicksburg, S. & P. R. R. Co.*, S. Ct. La., June 14, 1889.

SLANDER.

Drunkenness, not being a criminal offense at common law and not having been made such by statute, words charging that a person has been drunk, are not actionable *per se*, although a municipal ordinance of the town where such person is resident makes intoxication punishable under certain circumstances. *Seery* v. *Viall*, S. Ct. R. I., April 27, 1889.

SUNDAY LAWS.

Delivery on Sunday to the sheriff of a contract of suretyship in a claim suit, renders the contract void, and no recovery can be had upon it. *Anderson* v. *Bellinger*, S. Ct. Ala., May 1, 1889.

TELEGRAPHS.

Stipulation in blank, upon which a message is written, that the telegraph company shall not be held liable in damages for mistakes caused "by the negligence of its servants or otherwise," beyond the amount paid for sending the message, is against public policy and void. *Gillis* v. *Western Union Tel. Co.*, S. Ct. Vt., April 22, 1889.

WATER-RIGHTS.

Owner of riparian lands has a right to have a stream of water flow through his lands in its natural state, without diminution of quantity or change of quality, and its obstruction or diversion will be restrained by injunction, but this rule is qualified by the limitation that each riparian owner is entitled to a reasonable use of the water for domestic, agricultural and manufacturing purposes. *Ulbricht* v. *Eufaula Water Co.*, S. Ct. Ala., May 7, 1889.

WILLS.

A test of testamentary capacity is, whether at the execution of a will the testator can remember the property he is about to dispose of and the objects of his bounty, and can understand the nature of the business in which he is engaged and the manner in which the will distributes his property. *McCoon* v. *Allen*, Prer. Ct. N. J., June 10, 1889.

Belief in spiritualism is not an insane delusion and does not incapacitate the person entertaining such belief from making a valid will. *Middleditch* v. *Williams*, Prer. Ct. N. J., June 17, 1889.

"*Surviving brothers and sisters*," as used in a will, which, after giving an estate in trust for life to testator's three daughters, provides that "from and immediately after the decease of my said daughters respectively (without leaving lawful issue), and as that event happens, I give and bequeath the estate and property of the daughters dying, which shall then be held by the said trustee under this, my will, to be equally divided among the surviving brothers and sisters, and the lawful issue of such as may be dead," refer, not to the time of the death of the testator, but to that of his daughters without leaving issue. *Woelpper's Appeal*, S. Ct. Pa., May 27, 1889.

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